



February 9, 2022

Board of Public Works & Safety  
City of Lafayette  
20 North 6<sup>th</sup> Street  
Lafayette, IN 47901

Dear Board Members:

You have before you a Contract for 7<sup>th</sup> Street Storm Sewer Project with Butler, Fairman, and Seufert Inc.

This Contract comprises of pursuing the reroute of a storm sewer that runs through private properties in the area of 7th Street, 8th Street, and Oregon Street. The existing storm sewer to be rerouted connects to a combination sewer on 8th Street. The intent is to reroute the storm sewer out of private properties and to install a new trunk line along 7th Street. The new trunk line will connect to existing storm sewer running along Alabama Street. Conduit for City fiber will also be included with project and installed at the same time as the storm sewer. The exact termination points of the fiber conduit will be coordinated with Lafayette Information Technology Department.

Butler, Fairman and Seufert, Inc. will perform this work for a not-to-exceed compensation of \$79,300.

This contract has been reviewed by the City Attorney and I recommend it for your approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad W. Talley".

Brad W. Talley  
Superintendent  
Lafayette Renew



**AGREEMENT BETWEEN  
OWNER AND ENGINEER**

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_  
in the year 20\_\_\_\_, by and between

CITY OF LAFAYETTE  
20 North 6<sup>th</sup> Street  
Lafayette, IN 47901

hereinafter called the **OWNER** and

BUTLER, FAIRMAN and SEUFERT, INC.  
8450 Westfield Boulevard, Suite 300  
Indianapolis, Indiana 46240

hereinafter called the **ENGINEER**.

**WITNESSETH**

**WHEREAS** the **OWNER** requires professional engineering services in connection with the following described project:

**7<sup>th</sup> Street Storm Sewer Project**

**WHEREAS**, the **OWNER** wishes to engage the **ENGINEER** to provide certain services pertaining thereto; and

**WHEREAS**, the **ENGINEER** represents that it has sufficient qualified personnel and equipment and is capable of performing the professional engineering services described herein; is a corporation qualified to do business in the State of Indiana; and the services described herein will be performed under the supervision of an engineer licensed to practice in the State of Indiana.

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**SECTION I    SERVICES BY ENGINEER**

The services to be provided by the **ENGINEER** under this Agreement are set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

**SECTION II    INFORMATION AND SERVICES TO BE FURNISHED BY OWNER**

The information and services to be furnished by the **OWNER** are set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

### **SECTION III NOTICE TO PROCEED AND SCHEDULE**

The **ENGINEER** shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the **OWNER**, and shall deliver the work to the **OWNER** in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. The **ENGINEER** shall not begin work prior to the date of the notice to proceed.

This Agreement shall be applicable to all assignments authorized by the **OWNER** and accepted by the **ENGINEER** subsequent to the date of execution and shall be effective as to all assignments authorized.

### **SECTION IV COMPENSATION**

The **ENGINEER** shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

### **SECTION V MISCELLANEOUS PROVISIONS**

Miscellaneous Provisions are set out in Appendix "E", attached to this Agreement, and made an integral part hereof.

### **SECTION VI GENERAL PROVISIONS**

#### **1. Work Office**

The **ENGINEER** shall perform the work under this Agreement at the following office(s):

Butler, Fairman, & Seufert, Inc., 11 South 3<sup>rd</sup> Street, Lafayette, IN 47901

#### **2. Employment**

During the period of this Agreement, the **ENGINEER** shall not engage, on a full or part time or other basis, any personnel who remain in the employ of the **OWNER**.

#### **3. Subletting and Assignment**

The **ENGINEER** and its subcontractors, if any, shall not assign, sublet, subcontract, or otherwise dispose of the whole or any part of the work under this Agreement without prior written consent of the **OWNER**. Consent for such assignment shall not relieve the **ENGINEER** of any of its duties or responsibilities hereunder.

#### **4. Use and Ownership**

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the **ENGINEER** as instruments of service, shall remain the property of the **ENGINEER**. The **OWNER** shall be entitled to copies or reproducible sets of any of the aforesaid.



The **ENGINEER** will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the **OWNER** at all reasonable times.

The **ENGINEER** agrees that the **OWNER** is not required to use any plan, report, drawing, specifications, advice, map, document or study prepared by the **ENGINEER** and the **ENGINEER** waives all right of redress against the **OWNER** if the **OWNER** does not utilize same. Any modification, amendment, misuse of any of the **ENGINEER's** work by the **OWNER** or actions that disregard the **ENGINEER's** recommendations to the **OWNER** shall release the **ENGINEER** from any and all liability in connection with such work modified, amended or misused thereafter and the **OWNER** shall not use the **ENGINEER's** name thereon without the expressed approval of the **ENGINEER**.

5. **Compliance with State and Other Laws**

The **ENGINEER** specifically agrees that in performance of the services herein enumerated by **ENGINEER** or by a subcontractor or anyone acting in behalf of either, that each will comply with all State, Federal, and Local Statutes, Ordinances, and Regulations.

6. **Professional Responsibility**

The **ENGINEER** will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering practices. If the **ENGINEER** fails to meet the foregoing standard, the **ENGINEER** will perform at its own cost, and without reimbursement from the **OWNER**, the services necessary to correct errors and omissions which are caused by the **ENGINEER's** failure to comply with above standard, and which are reported to the **ENGINEER** within one (1) year from the completion of the **ENGINEER's** services for the Project.

In addition, the **ENGINEER** will be responsible to the **OWNER** for damages caused by its negligent conduct during **ENGINEER's** activities at the Project site or in the field to the extent covered by the **ENGINEER's** Comprehensive General Liability and Automobile Liability Insurance.

The **ENGINEER** shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the **OWNER** or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by **OWNER**. The **ENGINEER** shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the **ENGINEER**) in the designs, drawings, specifications and other services furnished by the **OWNER**, or other consultants retained by the **OWNER**.

7. **Status of Claims**

The **ENGINEER** shall be responsible for keeping the **OWNER** currently advised as to the status of any known claims made for damages against the **ENGINEER** resulting from services performed under this Agreement. The **ENGINEER** shall send notice of claims related to work under this Agreement to the **OWNER**.

8. **Insurance**

The **ENGINEER** shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

General Liability (including automobile) with a combined single limit of \$2,000,000.00. The **OWNER** shall be named as an Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. **ENGINEER'S** insurance shall be written on a "primary" basis and the **OWNER'S** insurance program shall be in excess of all of **ENGINEER'S** available coverage.

Worker's Compensation at the statutory limit. Worker's Compensation shall include a Waiver of Subrogation endorsement in favor of **OWNER**.

Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$2,000,000.00

The **ENGINEER** shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the **OWNER**.

9. **Status Reports**

The **ENGINEER** shall furnish a monthly Status Report to the **OWNER** by the fifteenth (15th) of each month.

10. **Changes in Work**

In the event that either the **OWNER** or the **ENGINEER** determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the **OWNER**, both parties in the exercise of their reasonable and honest judgment shall negotiate the changes and the **ENGINEER** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the **ENGINEER** is authorized in writing by the **OWNER** to proceed.

11. **Delays and Extensions**

The **ENGINEER** agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the **OWNER**, subject to the **ENGINEER'S** approval. However, it being understood, that the permitting of the **ENGINEER** to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **OWNER** of any of its rights herein.

12. **Abandonment**

Services may be terminated by the **OWNER** and the **ENGINEER** by thirty (30) days' notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so abandoned, the **ENGINEER** shall deliver to the **OWNER** copies of all data, reports, drawings, specifications and estimates com-



pleted or partially completed along with a summary of the progress of the work completed within twenty (20) days of the abandonment. In the event of the failure by the **ENGINEER** to make such delivery upon demand, then and in that event the **ENGINEER** shall pay to the **OWNER** any damages sustained by reason thereof. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the **ENGINEER** to the date of the abandonment for all services to be paid for on a lump sum basis. The **ENGINEER** shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost plus fixed fee basis. The payment as made to the **ENGINEER** shall be paid as the final payment in full settlement and release for the services hereunder.

**13. Non-Discrimination**

Pursuant to Indiana and Federal Law, the **ENGINEER** and **ENGINEER's** subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

**14. Employment Eligibility Verification.**

The **ENGINEER** affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

The **ENGINEER** shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The **ENGINEER** is not required to participate should the E-Verify program cease to exist. Additionally, the **ENGINEER** is not required to participate if the **ENGINEER** is self-employed and does not employ any employees.

The **ENGINEER** shall not knowingly employ or contract with an unauthorized alien. The **ENGINEER** shall not retain an employee or contract with a person that the **ENGINEER** subsequently learns is an unauthorized alien.

The **ENGINEER** shall require its subconsultant, who perform work under this Contract, to certify to the **ENGINEER** that the subconsultant does not knowingly employ or contract with an unauthorized alien and that the subconsultant has enrolled and is participating in the E-Verify program. The **ENGINEER** agrees to maintain this certification throughout the duration of the term of a contract with a sub-consultant.

The **OWNER** may terminate for default if the **ENGINEER** fails to cure a breach of this provision no later than thirty (30) days after being notified by the **OWNER**.

**15. No Investment in Iran.**

As required by IC 5-22-16.5, the **ENGINEER** certifies that the **ENGINEER** is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

16. **Successor and Assigns**

The **OWNER** and the **ENGINEER** each binds themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the **OWNER** and the **ENGINEER** shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

17. **Supplements**

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

18. **Governing Laws**

This Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other causes, paragraphs or part of this Agreement, shall nevertheless remain in full force and effect.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties thereto.

This Agreement shall not be binding until executed by all parties.

19. **Independent Engineer**

In all matters relating to this Agreement, the **ENGINEER** shall act as an independent engineer. Neither the **ENGINEER** nor its employees are employees of the **OWNER** under the meaning or application of any Federal or State Laws or Regulations and the **ENGINEER** agrees to assume all liabilities and obligations imposed in the performance of this Agreement. The **ENGINEER** shall not have any authority to assume or create obligations, expressed or implied, on behalf of the **OWNER** and the **ENGINEER** shall have no authority to represent as agent, employee, or in any other capacity than as set forth herein.

20. **Rights and Benefits**

The **ENGINEER's** services will be performed solely for the benefit of the **OWNER** and not for the benefit of any other persons or entities.

21. **Disputes**

All claims or disputes of the **ENGINEER** and the **OWNER** arising out of or relating to the Agreement, or the breach thereof, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located within the county and state where the project is located.



22. **Limitation of Liability**

**ENGINEER** shall procure and maintain insurance as required in this Agreement. To the fullest extent permitted by law, the total liability of the **ENGINEER** to **OWNER** for any and all claims, losses, costs or damages, arising out of, from or related to this Agreement or the project ("Owners Claims") shall not exceed the amount of insurance proceeds available and paid on behalf of or to Engineer by Engineer's insurers in satisfaction of Owner's Claims. Notwithstanding the foregoing sentence, if **ENGINEER** fails to carry the required insurance or no insurance coverage is available or provided for Owner's Claims, the Owner's Claims shall not be limited by this section.

23. **Indemnities**

The **ENGINEER** and the **OWNER** each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorney fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the **OWNER** and **ENGINEER**, they shall be borne by each party in proportion to its negligence.

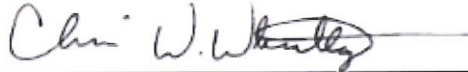


IN WITNESS WHEREOF, the **OWNER** and the **ENGINEER** have signed this Agreement in duplicate. One counterpart each has been delivered to the **OWNER** and the **ENGINEER**.

This Agreement will be effective on \_\_\_\_\_, 20 \_\_\_\_.

**ENGINEER:**  
**BUTLER, FAIRMAN and SEUFERT, INC.**

**OWNER:**



Christopher Wheatley, Vice President

By: \_\_\_\_\_ City of Lafayette

Attest: \_\_\_\_\_  
Mindy Miller-Riehle, Deputy Clerk

\_\_\_\_\_  
Gary Henriott, President

Date: \_\_\_\_\_

\_\_\_\_\_  
Cindy Murray, Member

\_\_\_\_\_  
Norm Childress, Member

\_\_\_\_\_  
Ron Shriner, Member

\_\_\_\_\_  
Amy Moulton, Member

## **APPENDIX "A"**

### **SERVICES BY ENGINEER**

#### **A. PROJECT DESCRIPTION**

The City of Lafayette is pursuing the reroute of a storm sewer that runs through private properties in the area of 7<sup>th</sup> Street, 8<sup>th</sup> Street, and Oregon Street. The existing storm sewer to be rerouted connects to a combination sewer on 8<sup>th</sup> Street. The intent is to reroute the storm sewer out of private properties and to install a new trunkline along 7<sup>th</sup> Street. The new trunkline will connect to existing storm sewer running along Alabama Street. Conduit for City fiber will also be included with project and installed at the same time as the storm sewer. The exact termination points of the fiber conduit will be coordinated with Lafayette Information Technology Department.

#### **B. SCOPE OF WORK**

##### **Administration**

Assist the **OWNER** in administering the project including: technical issues, procurement issues, and coordination with financial and legal advisors.

Prepare any required notices to be published in newspapers in general circulation and assist the **OWNER** in ensuring that the notice is published.

Assist the **OWNER** in selection of project procurement method, schedule and project phasing.

##### **Survey and Field Data Collection**

- Complete level circuit and Topographic Field Survey
  1. Topographic information will be collected within the proposed project limits to facilitate an accurate design and as a minimum the survey will include location of grade breaks, roads, drives, sidewalks, tree lines, mailboxes, face of buildings, finished floor elevations, fire hydrants, visible evidence of wells, overhead & buried utilities as marked by IUPPS, and storm & sanitary structures with depth measurements.
  2. The Field survey data shall be in conformance with the requirements of Title 865 IAC 1-12 and will be integrated with the United States Public Land System as based on Indiana State Plane Coordinates, West Zone.
  3. Benchmarks will be established and descriptions provided for or adjacent to the proposed site at a minimum of four (4) locations. Datum will be NAVD 88.
  4. Research will be conducted for current land owner deeds, plats, surveys, and previous project plans to determine current ownership, addresses, approximate



property line locations, and apparent street right-of-ways within the project limits.

5. Underground utilities and features will be located based upon above ground markings provided by others. No independent investigation of subsurface features or environmental conditions will be performed.

#### **Utility Coordination**

The **ENGINEER** shall perform utility coordination which shall include the following:

1. Perform IUPPS 811 Design Ticket and area research to determine utilities in the area of the project
2. Send out Initial Notice Letters for preliminary contact to all utilities, both public and private, to establish: a point of contact, the location of the utilities facilities within the field survey limits, and documentation of reimbursable property interests if any.
3. Send out Verification of Existing Facility Letters and plans to all utilities, review response information as they are obtained and update / coordinate the update of the project topographical information.
4. Notify utilities of the preliminary field check meeting and attend to discuss both locations of existing facilities shown on the plans and potential conflicts between the utilities and the proposed project.
5. Send out Conflict Analysis Letters to all utilities with revised plans and utility information based on responses from Verification of Existing Facilities and discussions at the Preliminary Field Check to verify any remaining conflicts with the proposed improvements for the project.
6. Send out Preliminary Final Plans, Requests for Work Plans Letters and Work Plan Documents to each utility. AutoCAD files will be prepared and sent to utilities upon request.
7. Review Utility Relocation Work Plans and Relocation Drawings for possible conflicts with the proposed improvements for the project, and for conflicts between additional utilities and their proposed relocations.
8. Coordinate a final utility coordination meeting if necessary to discuss utility relocations with all relevant utilities.
9. Prepare, route and coordinate any agreements necessary for utility relocations.
10. Prepare utility special provision and utility relocation Gantt chart for final submittals.
11. Issue all approved work plan and notice to proceed letters to the utilities unless otherwise directed by the **OWNER**.

#### Utility Coordination During Relocations

If needed, the **ENGINEER** shall perform utility coordination during relocations which shall include the following at the hourly not to exceed amount established in Appendix D:

1. Assist in coordination the completion of utility relocation dependency items by others (such as staking of the right-of-way, clearing, grubbing, etc.) with the parties performing the work to ensure it is completed in a timely fashion to allow utility relocations to be completed on time.
2. Follow-up with utilities throughout their relocation timelines to keep up-to-date on completion dates.
3. Attending the project pre-construction meeting.
4. Remain active throughout construction as needed for unforeseen conditions.

Fees for this phased are listed in Appendix D as "to be determined" and this phase will not be enacted without written approval from the **OWNER**.

#### Subsurface Utility Engineering (SUE) Coordination and Survey

If needed, the **ENGINEER** perform SUE coordination on an as needed basis which shall include the following at the hourly not to exceed amount established in Appendix D:

1. Prepare SUE plans for use by the provider and coordinate to ensure their efforts cover the SUE scope.
2. Supervise all SUE efforts to ensure proper locations are potholed and located
3. Coordinate sending a survey crew back onsite to pick up exact locations and elevations of the potholed utilities
4. Review providers SUE submittal information
5. Coordinate incorporation of necessary SUE information into project plans and specifications

Fees for this phased are listed in Appendix D as "to be determined" and this phase will not be enacted without written approval from the **OWNER**.

#### Utility Relocation Staking

If needed, the **ENGINEER** shall perform staking of the right-of-way, proposed structures, or other design items necessary for utilities to perform their relocation prior to the contract being let on an as needed basis for the hourly not to exceed amount established in Appendix D.

Fees for this phased are listed in Appendix D as "to be determined" and this phase will not be enacted without written approval from the **OWNER**.



#### Follow-Up Existing Utility Survey

If needed, the **ENGINEER** shall re-submit Indiana 811 tickets to get existing utilities located throughout the project limits in specific areas of concern due for design and utility coordination purposes in the event that utility was not marked for original topographic survey, or additional information is needed, which requires additional site visits for survey collection. This work will be performed on an as needed basis for the hourly not to exceed amount established in Appendix D.

Fees for this phased are listed in Appendix D as "to be determined" and this phase will not be enacted without written approval from the **OWNER**.

#### Subsurface Utility Engineering (SUE) Survey

If needed, the **ENGINEER** shall coordinate sending a survey crew back onsite to pick up exact locations and elevations of the potholed utilities, then add that information to the plans.

This work will be performed on an as needed basis for the hourly not to exceed amount established in Appendix D.

Fees for this phased are listed in Appendix D as "to be determined" and this phase will not be enacted without written approval from the **OWNER**.

#### Storm Sewer Design

Design and prepare final drawings, final design calculations, and final equipment/material selection for the proposed improvements for the benefit of the **OWNER**. Such final design includes site plans, pipe profile elements, project-specific details, technical specifications, and hydraulic computations. Perform QA/QC on final design. Review with **OWNER** and have **OWNER** approve the final drawings.

#### Contract Documents

The **ENGINEER** will prepare contract documents on **ENGINEER's** standard EJCDC based documents and will incorporate appropriate City of Lafayette standards into the plans and specifications. If it is the intent of the **OWNER** to complete construction over several years or otherwise complete the project in phases, this scope work shall be repeated for each phase as required by **OWNER**. One set of Contract Documents is included in this scope.

#### Bidding Phase

**ENGINEER** will assist the **OWNER** in making the Contract Documents available to Bidders, manage questions from the **OWNER** and Bidders, and issue Addenda as required. The **ENGINEER** will review the Bids to make a recommendation as to the most appropriate and well-suited Bidder to perform the required work. This Scope of Work is repeated for each phase of the project that is bid. One bid phase is included in this scope.

#### Construction Administration

**ENGINEER** will assist the **OWNER** following the Bid Recommendation, issue the Notice of Award, review Contracts, Performance Bonds, Payment Bonds, and Certificate of Insurance,

issue the Notice to Proceed, attend the preconstruction conference, review shop drawings, and make recommendations as to changes in the work in progress.

Consult with the **OWNER** concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution is allowed by the Bidding Documents

Observe the work of the Contractor(s) by periodic visits during the active construction period; attend consultations or conferences when requested by the **OWNER**. Such visits and consultations are separate and do not include continuous or resident observation services.

Assist in interpretation of the plans and specifications and review shop drawings and working drawings submitted by the Contractor(s).

Review and evaluate Contractor proposals for contract changes and make recommendations to the **OWNER** as to acceptance or rejection.

Assist the **OWNER** in verifying the project is suitable upon completion.

#### **Construction Inspection**

**ENGINEER** shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist **ENGINEER** in observing progress and quality of the work. The RPR, assistants, and other field staff may provide full time representation to a lesser degree.

Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the work. However, **ENGINEER** shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall **ENGINEER** have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with laws and regulations applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of **ENGINEER** in the Agreement with the **OWNER** and in the Contract Documents, and are further limited and described as follows:

RPR is **ENGINEER's** agent at the Site, will act as directed by and under the supervision of **ENGINEER**, and will confer with **ENGINEER** regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with **ENGINEER** and Contractor, keeping **OWNER** advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with **OWNER** with the knowledge of and under the direction of **ENGINEER**.

**The Resident Project Representative shall:**



Review the progress schedule, schedule of Shop Drawing and sample submittals, and schedule of values prepared by Contractor and consult with **ENGINEER** concerning acceptability.

Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

Serve as **ENGINEER's** liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract Documents.

Assist **ENGINEER** in serving as **OWNER's** liaison with Contractor when Contractor's operations affect **OWNER's** on-site operations.

Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the work.

Report to **ENGINEER** when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by **ENGINEER**.

Record date of receipt of samples and approved Shop Drawings. Receive samples when furnished at the site by Contractor, and notify **ENGINEER** of availability of samples for examination.

Advise **ENGINEER** and contractor of the commencement of any portion of the work requiring a Shop Drawing or sample submittal for which RPR believes that the submittal has not been approved by **ENGINEER**.

Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to **ENGINEER**. Transmit to Contractor in writing decisions as issued by **ENGINEER**.

Conduct on-site observations of Contractor's work in progress to assist **ENGINEER** in determining if the work is in general proceeding in accordance with the Contract Documents.

Report to **ENGINEER** whenever RPR believes that any part of contractor's work in progress will not produce a completed project that conforms generally to the Contract documents or will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise **ENGINEER** of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

Consult with **ENGINEER** in advance of scheduled major inspections, tests, and systems startups of important phases of the work.

Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate **OWNER's** personnel, and that Contractor maintains adequate records thereof.

Observe, record, and report to **ENGINEER** appropriate details relative to the test procedures and systems startups.

Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to **ENGINEER**.

Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, work change directives, Addenda, additional drawings issued subsequent to the execution of the Contract, **ENGINEER's** clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and sample submittals received from and delivered to Contractor, and other project related documents.

Prepare a daily report or keep a diary or log book, recording Contractor's hours on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to **ENGINEER**.

Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment. Maintain records for use in preparing the Project documentation.

Upon completion of the work, furnish original set of all RPR project documentation to **ENGINEER**.

Furnish to **ENGINEER** periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.

Draft and recommend to **ENGINEER** proposed change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

Furnish to **ENGINEER** and **OWNER** copies of all inspection, test, and system startup reports.

Report immediately to **ENGINEER** the occurrence of any site accidents, and hazardous environmental conditions, emergencies, or acts of God endangering the work, and property damaged by fire or other causes.

Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to **ENGINEER** noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

During the course of the work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract Documents, and have these documents delivered to **ENGINEER** for review and forwarding to **OWNER** prior to payment for that part of the work.



Before **ENGINEER** issues a Certificate of Substantial Completion, submit to contractor a list of observed items requiring completion or correction.

Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the work.

Participate in a final inspection in the company of **ENGINEER, OWNER**, and Contractor and prepare a final list of items to be completed or corrected.

Observe whether all items on final list have been completed or corrected and make recommendations to **ENGINEER** concerning acceptance and issuance of the Notice of Acceptability of the work.

**Resident Project Representative shall not:**

Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

Exceed limitations of **ENGINEER's** authority as set forth in the Agreement or the Contract Documents.

Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of **OWNER** or Contractor.

Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by **ENGINEER**.

Accept Shop Drawing or sample submittals from anyone other than Contractor.

Authorize **OWNER** to occupy the Project in whole or in part.

## **APPENDIX "B"**

### **INFORMATION AND SERVICES TO BE FURNISHED BY OWNER**

The **OWNER** shall, within a reasonable time, so as not to delay the services of the **ENGINEER**:

1. Provide full information as to **ENGINEER's** requirements for the Project.
2. Assist the **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
4. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. The **ENGINEER** will assist the **OWNER** in identifying and procuring any additional permits associated with this Project.
6. Arrange for access to and make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to the **ENGINEER**, as requested by the **ENGINEER** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

## **APPENDIX "C"**

### **SCHEDULE**

Approve Engineering Agreement	February 15, 2022
Project Kickoff	February 15, 2022
Topographic Survey Complete	March 15, 2022
Design Concept Review Meeting	April 5, 2022
Final Design Complete	May 2, 2022
Advertisement, Bidding, Contractor Selection	May - June 2022
Anticipated Construction Timeline	July – September 2022
Construction Completion Date	October 2022



## APPENDIX "D"

### COMPENSATION

#### A. Amount of Payment

1. The **ENGINEER** shall receive as payment for the work performed under Item No. 2 below, the total fee not to exceed \$79,300.00, unless a modification of the Agreement is approved in writing by the **OWNER**.
2. The **ENGINEER** will be paid for the following work on a lump sum basis in accordance with the following schedule:

##### **Fee Schedule Summary:**

Administration	\$ 6,100.00
Topographic Survey	\$ 19,900.00
Utility Coordination	\$ 6,200.00
Utility Coordination During Relocations	\$ 1,800.00
Storm Sewer Design	\$ 31,000.00
Contract Documents	\$ 5,200.00/phase
Bidding Phase	\$ 4,000.00/phase
Construction Administration	\$ 5,100.00

\*\*\* The **ENGINEER** shall be compensated under additional services for additional public meetings or hearings if the project is broken into phases.

3. The **ENGINEER** will be paid for the following work on an hourly basis in accordance with the following schedule and the rates in Appendix D-1:

##### **Fee Schedule Summary:**

Construction Inspection	(to be determined)
SUE Coordination and Survey	(to be determined)
Utility Relocation Staking	(to be determined)
Follow-Up Utility Survey	(to be determined)

4. The **ENGINEER** shall be reimbursed for project related expenses. Subconsultant reimbursable expenses will be invoiced at cost with no mark-up. Estimated reimbursable expenses are:

##### **Fee Schedule Summary**

Subsurface Utility Investigation	(to be determined)
Quality Level B Locates	(to be determined)

B. Additional Services

Additional Services would be services required in connection with permits, construction inspection, right-of-way engineering, right-of-way acquisition, or any legal action or litigation requiring the testimony and/or services of the **ENGINEER**, or if the **OWNER** or any other local, state, or federal agency shall direct or cause the **ENGINEER** to relocate or redesign the project, or any part thereof. The **OWNER** agrees to compensate the **ENGINEER** for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee.

In addition to the hourly fees for additional services indicated above, the **ENGINEER** shall be compensated for direct project-related expenses such as job-related travel, permit applications, etc.

Any change in standards, design criteria, or other requirements by governmental units having jurisdiction over the contracted project which requires changes by the **ENGINEER** in the plans shall be considered as Additional Services.

In the event that the **OWNER** retains someone other than the **ENGINEER** to provide construction inspection, then the **OWNER** agrees to compensate the **ENGINEER** for Additional Services rendered in connection with the interpretation of plans, project stake-out or such other services that may be required during the construction phase of the work to be performed.

The **ENGINEER** shall, on behalf of the **OWNER**, cause to be made all borings and subsurface explorations and the analysis thereof; the cost of which shall be paid for by the **OWNER**.

C. Method of Payment

Payment shall be made by the **OWNER** to the **ENGINEER** each month as the work progresses.



**APPENDIX "D-1"**

**SCHEDULE OF COMPENSATION**

**BUTLER, FAIRMAN and SEUFERT, INC.**

**2022 HOURLY RATE SCHEDULE**

<u>Classification</u>		<u>Hourly Rates</u>
E-V	Engineer V (Principal)	\$ 275.00
E-IV	Engineer IV	\$ 210.00
E-III	Engineer III	\$ 180.00
E-II	Engineer II	\$ 140.00
E-I	Engineer I	\$ 105.00
FP-V	Field Personnel V – (Project Coordinator)	\$ 225.00
FP-IV	Field Personnel IV	\$ 195.00
FP-III	Field Personnel III	\$ 155.00
FP-II	Field Personnel II	\$ 120.00
FP-I	Field Personnel I	\$ 95.00
EA-III	Engineer's Assistant III	\$ 185.00
EA-II	Engineer's Assistant II	\$ 150.00
EA-I	Engineer's Assistant I	\$ 105.00
SP-1	Support Personnel I	\$ 75.00
C-II	Clerical II	\$ 125.00
C-I	Clerical I	\$ 80.00
P-III	Planner/Environmental Specialist III	\$ 150.00
P-II	Planner/Environmental Specialist II	\$ 110.00
P-I	Planner/Environmental Specialist I	\$ 95.00

The billing rates are effective January 2022 and may be adjusted annually (beginning January 2023) to reflect changes in the compensation payable to the **ENGINEER**.

**APPENDIX "E"**

**MISCELLANEOUS PROVISIONS**

There are no miscellaneous provisions associated with this project.